

**EXHIBIT F**  
**TO THE COLAROSSI DECLARATION**



July 29, 2009

Lehman Brothers Special Financing Inc.  
c/o Lehman Brothers Holdings Inc.  
1271 Sixth Avenue, 40<sup>th</sup> Floor  
New York, New York 10020  
Attention: Derivatives Legal

Lehman Brothers Special Financing Inc.  
745 Seventh Avenue, 5<sup>th</sup> Floor  
New York, New York 10019  
Attention: Municipal Financial Products – Middle Office

**Re: Early Termination Calculation Statement**

Dear Sirs:

1. We refer to the ISDA 1992 Master Agreement (Local Currency – Single Jurisdiction) (the “Master Agreement”) dated as of June 20, 2008 between Lehman Brothers Special Financing Inc. (the “Defaulting Party”) and Retirement Housing Foundation, Foundation Property Management, Inc. and each of the nonprofit corporations identified on Exhibit A to the Master Agreement (collectively, the “Non-defaulting Party”). Any capitalized term used but not defined in this notice shall have the meaning assigned to that term in the Master Agreement.
2. We also refer to the Notice of Early Termination sent by us to you designating June 11, 2009 as the Early Termination Date for all outstanding Transactions governed by the Master Agreement.
3. This letter constitutes the statement of the amount due in respect of the Early Termination Date that is required by Section 6(d)(i) of the Master Agreement.
4. As detailed in Exhibit 1 to this statement, the Non-defaulting Party has calculated that the Early Termination Amount payable by the Defaulting Party to the Non-defaulting Party under Section 6(e)(i) in respect of the Early Termination Date is **\$4,952,968**.
5. The Early Termination Amount is due and payable by the Defaulting Party on the effective date of this statement, July 29, 2009 (the “Due Date”). Under the terms of the Master Agreement, the Defaulting Party is also obligated to pay interest on the Early Termination Amount from and including the Early Termination Date to but excluding the date payment is actually made by the Defaulting Party. Such interest is payable at the Default Rate on the basis of daily compounding and the actual number of days elapsed.

**Retirement Housing Foundation**



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NHFA#3785.1

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6. The Defaulting Party should make payment on the Due Date of an amount (the "Gross Termination Amount") equal to the sum of (a) the Early Termination Amount, (b) applicable accrued interest to but excluding the Due Date, and (c) **\$280,884** (representing out-of-pocket expenses incurred by the Non-defaulting Party to date that are indemnifiable by the Defaulting Party under Section 9 of the Master Agreement), to the Non-defaulting Party by transfer of funds to the following account:

Bank: California Bank & Trust  
ABA No: 121002042  
Account No.: 034-02038870  
Account Name: RHF Mkt Rate Concentration  
Attention: Derivatives Termination

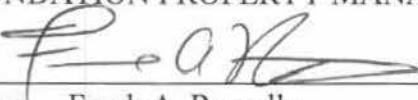
7. The Non-defaulting Party also notifies the Defaulting Party that it has a claim against the Defaulting Party of **\$11,590,728**. Pursuant to Section 6(f) of the Master Agreement, the Non-defaulting Party can set-off such amount against any amounts due the Defaulting Party.

8. The Non-defaulting Party explicitly reserves the right to claim indemnity pursuant to Section 9 of the Master Agreement for any other reasonable out-of-pocket expenses (including legal fees) incurred by reason of the enforcement and protection of its rights under the Master Agreement or any Credit Support Document or by reason of the early termination of any Transaction.

9. Nothing contained in this statement is intended to constitute, nor should it be deemed or construed to be, a waiver, discharge or release of either (a) any of the Defaulting Party's obligations to the Non-defaulting Party under the Master Agreement or applicable law, or (b) any of the Non-defaulting Party's rights, remedies or privileges under the Master Agreement or applicable law.

Sincerely,

RETIREMENT HOUSING FOUNDATION  
BIXBY KNOLLS TOWERS, INC.  
BLUEGRASS RHF HOUSING, INC.  
DESMET RHF HOUSING, INC.  
GOLD COUNTY HEALTH CENTER, INC.  
HOLLY HILL RHF HOUSING, INC.  
MAYFLOWER RHF HOUSING, INC.  
MAYFLOWER GARDENS HEALTH FACILITY, INC.  
MERRITT ISLAND RHF HOUSING, INC.  
ST. CATHERINE RHF HOUSING, INC.  
SUN CITY RHF HOUSING, INC.  
YELLOWWOOD ACRES, INC.  
MARTIN LUTHER FOUNDATION, INC.  
FOUNDATION PROPERTY MANAGEMENT, INC.

By   
Name: Frank A. Rossello  
Title: CFO/VP of Finance

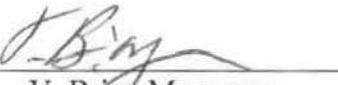
By   
Name: V. Brian Magnone  
Title: VP/Treasury

EXHIBIT 1

Calculation of Early Termination Amount

The Master Agreement specifies that Market Quotation and Second Method apply to the calculation of amounts due upon the occurrence of an Early Termination Date with respect to a Transaction. The Termination Currency is US Dollars.

1. **Settlement Amount**

The Non-defaulting Party sought to obtain a Market Quotation for each of the Terminated Transactions but, as indicated below, no quotations were provided. Therefore, in accordance with the definition of Market Quotation, the Market Quotation for the Terminated Transactions cannot be determined. As a result and in accordance with the definition of Settlement Amount, the Settlement Amount, the Settlement Amount for each Terminated Transaction outstanding under the Master Agreement on the Early Termination Date has been calculated using Loss as set forth under the Details of Loss Calculation set forth below.

Market Quotation Information:

Reference Market Maker	SIFMA - \$4.1M Ref. #3901141 Maturity 8/15/2010	SIFMA - \$7.7M Ref. #3901146 Maturity 8/15/2010	SIFMA - \$13.6M Ref. #3901148 Maturity 8/15/2010	67% LIBOR - \$91.1M Ref. #3901194 Maturity 9/1/2028
1. Bank of Montreal	Declined to Bid	Declined to Bid	Declined to Bid	Declined to Bid
2. CitiGroup	Declined to Bid	Declined to Bid	Declined to Bid	Declined to Bid
3. Morgan Stanley	Declined to Bid	Declined to Bid	Declined to Bid	Declined to Bid
4. PNC Bank	Declined to Bid	Declined to Bid	Declined to Bid	Declined to Bid
5. Allied Irish Bank	No Response	No Response	No Response	No Response
6. Bank of America	No Response	No Response	No Response	No Response
7. Bank of New York	No Response	No Response	No Response	No Response
8. Citizens Bank	No Response	No Response	No Response	No Response
9. Deutsche Bank	No Response	No Response	No Response	No Response
10. Dexia Bank	No Response	No Response	No Response	No Response
11. JP Morgan Chase	No Response	No Response	No Response	No Response
12. Sun Trust	No Response	No Response	No Response	No Response
13. Wachovia Bank	No Response	No Response	No Response	No Response
14. Wells Fargo	No Response	No Response	No Response	No Response

The net Settlement Amount due the Non-defaulting Party for all Terminated Transactions is **\$7,660,660.**

2. **Unpaid Amounts**

- (a) The Termination Currency Equivalent of the Unpaid Amounts owing by the Non-defaulting Party to the Defaulting Party is: **\$2,707,692.**
- (b) The Termination Currency Equivalent of the Unpaid Amounts owing by the Defaulting Party to the Non-defaulting Party is: zero.

3. **Early Termination Amount**

Based on the above and Section 6(d)(e)(i) of the Master Agreement, the Early Termination Amount payable by the Defaulting Party to the Non-defaulting Party in respect of the Early Termination Date is **\$4,952,968.**

Details of Loss Calculation

Gain on value of 67% LIBOR Swap (Reference Number 3901194)	\$ (9,110,573)
Gain on value of SIMFA swaps(Reference Numbers 3901141, 3901146, 3901148)\$	(458,391)
Loss of bargain	\$ 10,671,513
Cost of funding	<u>\$ 6,558,111</u>
Loss:	\$ 7,660,660